

CASH CONTRIBUTION AGREEMENT
(Non-Proffered VDOT Roads)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, hereinafter referred to as "the County"; _____ hereinafter referred to as "the Subdivider"; and the Treasurer of the County of Loudoun, hereinafter "Agent".

WITNESSETH:

WHEREAS, the Subdivider is the owner of a certain tract of property now or formerly identified as Parcel(s) _____ on Loudoun County Tax Map _____, as evidenced by a deed recorded at Deed Book _____, Page _____, in the land records of Loudoun County, said tract fronting on the _____ side of Route _____ as shown on the Plat dated _____ and marked as Exhibit A, which is attached and by this reference made a part of this agreement; and

WHEREAS, the Subdivider is seeking approval of the plats, plans, and profiles of the subdivision known as _____ (Application No. ____-____-____) and in conjunction with such subdivision agrees to cause certain public improvements as described herein to be completed; and

WHEREAS, the County, in lieu of the completion of those public improvements prior to approval and recordation of the aforementioned subdivision plat, desires to accept a cash contribution [equal]/[equivalent] to the Subdivider's fair share of the estimated present cost of completion of the improvements, which amount has been determined to be \$ _____; and

WHEREAS, the Subdivider and the County desire that Route _____ be improved in a coordinated and timely manner, and wish to establish the manner and the responsibility of each party with regard to such improvements;

NOW THEREFORE, for and in consideration of mutual covenants herein stipulated to be kept and performed, the parties agree as follows:

1. The Subdivider hereby [deposits] [agrees to pay to the County the aggregate sum of] \$_____ to be deposited into an account (the "Account") to be held by the Treasurer of the County of Loudoun, as Agent for the benefit of the County. This account and all interests accruing on it shall be held by the County to be applied to the construction or completion of the improvements identified in Paragraph number 2 of this Agreement, except that 5% of any interest accrued shall be retained by the County to cover costs of administering the account. [The owner shall pay to the County the pro-rated sum of \$_____ per lot prior to the issuance of each zoning permit for Lots _____, _____, _____ and _____ of the said subdivision.]

2. The County agrees that funds deposited by the Subdivider into the account will be used for the following improvements:

3. The County agrees to fully consider the financing of the proposed improvements to Route _____ in its adoption of future budget priorities.

4. It is contemplated that the Virginia Department of Transportation (VDOT) will be responsible of the preparation of plans, project administration and construction of improvements to Route _____, to include those improvements specified in Paragraph 2, above, and that VDOT will arrange for the orderly development of the Route _____ project in accordance with financing available for

this work and the project's construction once the prerequisites of law and administrative policy for project approval have been met.

5. The provisions of Paragraph 4 notwithstanding, the County may take such action as required for the completion of the work described in Paragraphs 2 and 4 when, in its sole discretion, the County determines that the public interest would be best served thereby.

6. Upon certification by the Director of the Department of Building and Development of Loudoun County (the "Director"), or his designee, that a contract for the improvements specified in Paragraph 2 above has been awarded by VDOT or that such improvements have actually been completed, the Agent shall release to VDOT, or such other person designated by the Director, or his designee, the proceeds of the account, including interest accrued thereon, as an assignment of the fund deposited by the subdivider.

7. The County is under no obligation to complete the improvements.

8. This agreement, when properly executed, shall be binding upon the parties hereto and their representatives, successors, and assigns.

IN WITNESS WHEREOF, each party has caused this agreement to be executed in triplicate in its name and on its behalf by its duly authorized officer as of the day, month and year written above.

SUBDIVIDER: _____.

By: _____ (SEAL)

Name: _____

Title or Office: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, as _____ of _____, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Registration Number: _____

APPROVED AS TO LEGAL FORM:

BOARD OF SUPERVISORS OF LOUDOUN
COUNTY

By: _____ (SEAL)

Name: _____

Title: Zoning Administrator

Assistant County Attorney

TREASURER, COUNTY OF LOUDOUN

By: _____ (SEAL)

Name: _____

Title: Treasurer

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, Zoning Administrator, on behalf of the Board of Supervisors of Loudoun County, Virginia, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Registration Number: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, Treasurer of Loudoun County, Virginia, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Registration Number: _____